

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

COPPER SANDS HOMEOWNERS) Case No.: 2:10-cv-00510-GMN-LRL
ASSOCIATION, INC., *et al.*,)
Plaintiffs,) **ORDER**
vs.)
COPPER SANDS REALTY, LLC, *et al.*,)
Defendants.)

Before the Court is Defendant/Cross-Defendant Copper Sands Realty, LLC’s (“CS Realty”) Motion to Dismiss Defendant/Cross-Claimant Irwin Mortgage Corporation’s (“Irwin”) cross-claim. (ECF No. 62.) The Court GRANTS the Motion to Dismiss.

Irwin's cross-claim asserts five causes of action: (1) Total Indemnity; (2) Implied Indemnity; (3) Equitable Indemnity; (4) Contribution; (5) Declaratory Relief. Since the filing of its cross-claim on June 14, 2010, a Third Amended Complaint has been filed by the Plaintiffs in the instant case (ECF No. 154), and Irwin has filed Notice of Bankruptcy Upon the Record (ECF No. 259).

Because the facts underlying Irwin’s cross-claim are still being developed and the claims themselves do not appear to be ripe,¹ this Court declines to rule on Irwin’s claims at this time. The Motion to Dismiss Irwin’s cross-claim is GRANTED without prejudice. The Court grants Irwin leave to re-file the motion when judgment against Irwin appears imminent.

¹ See *Rodriguez v. Primadonna Co., LLC*, 216 P.3d 793, 801 (Nev. 2009) (“Implied indemnification has been developed by the courts to address the unfairness which results when one party, who has committed no independent wrong, is held liable for the loss of a plaintiff caused by another party [citation omitted]. Generally, the remedy is available after the defendant has extinguished its own liability through settlement or by paying a judgment . . . ‘a cause of action for indemnity...accrues when payment has been made.’”); *Douglas v. Don King Productions, Inc.*, 736 F.Supp. 223 (D. Nev. 1990) (holding that “the court cannot grant declaratory relief if the asserted controversy involves only future or speculative rights”).

IT IS HEREBY ORDERED that Defendant/Cross-Defendant Copper Sands Realty, LLC's Motion to Dismiss Defendant/Cross-Claimant Irwin Mortgage Corporation's cross-claim is **GRANTED** without prejudice.

DATED this 26th day of September, 2011.

Gloria M. Navarro
United States District Judge